

The Honorable Marsha J. Pechman

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BUNGIE, INC.,

Plaintiff,

v.

NICHOLAS MINOR a/k/a “LORD NAZO”,

Defendant.

Case No. 2:22-cv-371-MJP

STIPULATED MOTION FOR ENTRY
OF CONSENT JUDGMENT AND
PERMANENT INJUNCTION

NOTING DATE: June 26, 2024

STIPULATION AND MOTION FOR ENTRY OF JUDGMENT

Defendant Nicholas Minor (“Defendant”) and Plaintiff Bungie, Inc. through their undersigned counsel, hereby stipulate as follows and jointly move this Court to enter an Order and the Stipulated Judgment, with stipulations and injunctions as follows:

1. Defendant submitted 96 fraudulent DMCA takedown notices against creators in the Destiny 2 community, purportedly on behalf of the Plaintiff as its Agent but without any authority of any kind.

2. Defendant’s false takedown notices infringed Plaintiff’s intellectual property rights under 17 U.S. Code § 512(f).

3. Defendants’ infringement was willful.

1 4. Defendant's infringement was directed against content featuring 54 of Plaintiff's
2 works.

3 5. Judgment will be entered against Defendant in the amount of \$8,100,000.00,
4 representing statutory damages of \$150,000 per infringed work under 17 U.S.C. § 512(f).

5 6. Any claims alleged in the Complaint and not addressed herein are withdrawn by
6 Plaintiff and dismissed.

7 In addition, pursuant to 17 U.S.C. § 502, and this Court's inherent equitable powers, the
8 Court orders as follows:

9 7. Defendant, all persons acting under Defendant's direction or control (including
10 but not limited to Defendants' agents, representatives, and employees), and any persons or
11 companies in active concert or participation with Defendant who receive actual notice of this
12 Order by personal service or otherwise, must immediately and permanently cease and desist from
13 any of the following:

14 a. Creating, maintaining, or using any kind of account that purports to affiliate, to
15 act on behalf of, or to be the Plaintiff, Bungie, Inc.

16 b. Filing DMCA takedowns against *Destiny 2* creators on false pretenses.

17 8. Defendant is prohibited from using any social network, video sharing, or digital
18 messaging accounts under his control (including, but not limited to, Facebook, groups or chats
19 on Facebook, YouTube, Twitter, TikTok, Discord, GBATemp, Reddit, Telegram, Skype,
20 WeChat, WhatsApp, Signal, or their equivalent) to provide any content relating to or featuring
21 Plaintiff's intellectual property or to impersonate Plaintiff or its Agents in any way.

22 9. Defendant is further prohibited from engaging in any other violation of the Digital
23 Millennium Copyright Act or the Copyright Act, or any other federal or state law, with respect to
24 Plaintiff Bungie, Inc. and its intellectual property and with respect to all of Plaintiff's affiliates,
25 including Sony Interactive Entertainment, LLC and other Sony-affiliated companies, and their
26 intellectual property.

1 10. Defendant must delete the *Destiny 2* and *Destiny* games from any machine under
2 his control, as well as any software that in any way interacts with or pertains to Plaintiff's
3 Intellectual Property.

4 11. Defendant is further prohibited from directly or indirectly threatening, harassing,
5 or harming Plaintiff and Plaintiff's affiliates, including Sony Interactive Entertainment, LLC. and
6 other Sony-affiliated companies, and/or their employees or agents.

7 12. This permanent injunction constitutes a binding court order, and any violations of
8 this order by Defendant will subject them to the full scope of this Court's contempt authority,
9 including punitive, coercive, and monetary sanctions.

10 13. Any company or entity that Defendant controls in the future will also comply with
11 the provisions of this Judgment and Permanent Injunction.

12 14. This permanent injunction is binding against Defendant worldwide, without
13 regard to the territorial scope of the specific intellectual property rights asserted in the Complaint
14 and may be enforced in any court of competent jurisdiction wherever Defendant or his assets
15 may be found.

16 15. The Parties irrevocably and fully waive notice of entry of this Judgment and
17 Permanent Injunction and notice and service of the entered Judgment and Permanent Injunction.
18 Plaintiff is not required to post any bond or security in connection with the Final Judgment and
19 Permanent Injunction, and Defendant has permanently, irrevocably, and fully waived any right to
20 request a bond or security.

21 16. The Parties irrevocably and fully waive all rights to appeal this Judgment and
22 Permanent Injunction, to have it vacated or set aside, to seek or obtain a new trial thereon or
23 otherwise to attack in any way, directly or collaterally, its validity or enforceability.

24 17. Nothing contained in this Judgment and Permanent Injunction limits the right of
25 the Plaintiff to seek relief, including, without limitation, damages, for any infringements of any
26 Intellectual Property rights occurring after the date of this Judgment and Permanent Injunction.

/s/ Brian H Getz

Pro hac vice

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Attorneys for Defendant NICHOLAS MINOR

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED. The Clerk is directed to enter judgment against Defendant Nicholas Minor and in favor of plaintiff Bungie, Inc. in conformity with the stipulations above.

DATED: July 2, 2024



Marsha J. Pechman
United States District Court Judge